Annexure B 1: Two cover System

BENGALURU METROPOLITAN TRANSPORT CORPORATION

CENTRAL OFFICES, STORES & PURCHASE BRANCH,
BANGALORE: 560 027

STANDARD TERMS & CONDITIONS

Sub: Procurement of Automotive Lubricants.
Ref: Tender No.BMTC/2023-24/IND0028

Note: All Technical documents and other documents which are required to be submitted are to be uploaded in the e-Procurement Portal while electronically submitting the bid. If any of the Documents as desired are not uploaded in e-portal, the Tender will be rejected.

1. Submission of Tender Documents

i) The Tender shall be submitted through e-Procurement Portal (https://kppp.karnataka.gov.in). Vendors need to register the e-Procurement portal to submit their bids online. The tender document can be viewed free of cost on e-Procurement Portal.

ii) The Tender is invited as per provisions of the Karnataka Transparency in Public Procurement ACT-1999 in **two cover** system i.e., Pre qualification (Technical) and Commercial offer separately .The following documents are available in the Tender Document.

iii) **Annexure A** –Pre-qualification form (to be filled, sealed & signed and uploaded in the same file and format).

iv) **Annexure A-1** in respect of payment of Tender Processing Fee and Earnest Money Deposit (to be filled, sealed & signed and uploaded in the same file and format).

v) **Annexure B** – Terms and Conditions, Specifications (in the view only format and can be downloaded)

vi) **Annexure B-1** – Standard Terms and Conditions (in the view only format and can be downloaded)

vii) **Annexure B-2:** Government Order regarding restrictions on public procurements from bidders of country/ Countries which shares a Land Border with India (in the view only format and can be

downloaded) and declaration-III has to be uploaded in e-portal in this regard.

viii) **Declaration I** - Declaration towards offering lowest rate on Rs. 20 Stamp paper (in the view only format and can be downloaded - to be uploaded to the e-procurement portal duly filled, sealed & signed and attached to Pre-qualification offer).

ix) **Declaration II –** This declaration to be submitted by the Principal firm (in case the Principal firm/ manufacturers will execute supplies through their distributor) on Rs.20 & above stamp Paper (in the view only format and can be downloaded – to be uploaded to the e-procurement portal duly filled, sealed & signed and attached to Pre-qualification offer duly filled).

x) **Declaration III-** Compliance Certificate regarding restrictions on public procurements from bidders of such country/ countries which shares a Land Border with India on Rs.20 & above stamp Paper (in the view only format and can be downloaded – to be uploaded to the e-procurement portal duly filled, sealed & signed)

xi) **Additional format** (in the view only format and can be downloaded – to be filled, sealed & signed uploaded in E-portal).

xii) The offer with conditions are liable to be rejected (Conditional offers are liable for rejection).

2. Submission of Pre-qualification Offer through e-Procurement portal.

i) In the first cover Pre-qualification details & documents as specified in the Annexure-A should be filled, sealed & signed and the same should be uploaded.

ii) The tenderers shall pay the tender processing fee through any of the following e-payment modes. The details are available at the end of this document.

(a) Credit Card
(b) Debit Card
(c) National Electronic Fund Transfer (NEFT)
(d) Over the Counter (OTC) (ICICI Bank)

iii) The necessary pre-qualification documents **duly filled, sealed and signed as mentioned at Annexure-A of bid documents**

shall be scanned and attached along with Annexure-A and Annexure-A1.(duly filled, sealed & signed) The Pre-Qualification offer without attachment of scanned image will be disqualified.

3. **Submission of Commercial Offer through e- Procurement portal:**

The Commercial details as specified in the tender shall be filled in the same format, which shall be encrypted using the Digital Signature Certificate of the tenderer. The End rate shall be provided by the tenderer in the appropriate field against each item. **Only commercial offer uploaded through e-procurement portal will be considered for evaluation**. The uploading of commercial offer along with the pre-qualification offer or submission of commercial offer in hard copy, lead to the disqualification of the firm.

4. **Uploading of Technical Documents as prescribed in Annexure-A of tender documents.**

i. Further, only the Pre-qualification Tender form Annexure-A, Annexure-A1 in original (hard copies) duly completed in all respects i.e., extract copy of operating manual [Published by OEMs] indicating [Grade] name of the offered product and drain period from vehicles manufacturer / approval certificate /service bulletin / service circular of OEMs as proof of approval, Purchase Orders, Invoices/ Satisfactory Certificates as proof of having executed the purchase orders. Declaration-I, Declaration-II (if applicable), **Declaration-III,** GST Registration Certificate, Certificate of Registration, Certificate of Incorporation, SSI Certificate/ MSME Certificate/ Udyog Aadhaar Certificate, NSIC Registration Certificate (to avail exemption from the payment of EMD), Additional Format duly filled, sealed & signed and other supporting documents should be uploaded in the e-procurement portal.

ii. All other documents which are required to be submitted are to be uploaded in the e-Procurement Portal, while electronically submitting the bid. If any of the Documents as desired are not uploaded the Tender will be rejected.

iii. The Tender Inviting Authority reserve the rights to extend the last date of receipt of the Tender which would be available in the e-Procurement portal. The tender inviting authority reserves the right to make any changes in the pre-qualification criteria, terms & conditions, Specification, quantities etc., of the tendered documents at any time

which are substantial in e-procurement portal as addendum/ corrigendum before due date of submission of tender. It is bidder responsibility to go through such changes and submit bid accordingly.

5. Opening of Tender

i. The Tenders will be opened online on the due date and time at the Stores and Purchase Branch,5th Floor, Central Offices, BMTC, Bangalore - 560 027.

ii. The Tenderers or their representatives can be present on the date, time and place of opening of the Pre-qualification and Commercial Offer on the respective dates, when the commercial details of the Tenderers can be viewed.

iii. The commercial bids of the Tenderers, who are pre-qualified will only be opened.

iv. The Commercial offers of all the Tenderers which are opened are available for free view in the Web site to all the Tenderers, from the date and time of its opening.

6. Prices

The Prices should be FOR destination basis to BMTC. The discount, packing, forwarding, freight charges, insurance charges, unloading charges at consignee site and other incidental charges should be included in the basic rate. The end rate inclusive of all taxes (IN INDIAN RUPEES) shall be uploaded by the bidder in the e-procurement portal.

7. <u>Pre-Award Penal Clause</u>

After opening of the tender, if any supplier **WITHDRAW** their offer in view of wrong quote in the e-procurement portal OR claim any modifications on their offered **end rates** i.e., inclusive of discount, packing, forwarding, freight charges, insurance and other incidental charges (other than variations in statutory levies due to Govt. policy), the offer of such firm will not be considered **and the EMD will be forfeited.**

8. Payment

100% payment within 30 days from the date of receipt and acceptance of the materials provided Security Deposit is submitted.

***** PLEASE NOTE THAT "NO OTHER PAYMENT CONDITIONS" WILL BE ACCEPTED BY THE BMTC.**

9. Delivery

i. The successful Tenderer has to supply the ordered quantity of Materials as per the Delivery schedule given in the Purchase Order or as per the revised delivery schedule if any, furnished by the consignee. However, the tender inviting authority / consignee reserve right to modify the schedule and accordingly supplies have to be made.

ii. The Tenderers are requested to indicate the minimum lead-time required for delivery, from the Date of Purchase Order.

iii. Failure of supply the materials as per the delivery schedule furnished in the purchase order or the revised delivery schedule furnished by the consignees will lead to disqualification in the future tenders.

10. Validity of Rates for Acceptance of Offers

The rates offered should be valid for **90 days** from the date of opening of the Tender for acceptance of offers and the successful Tenderer has to extend the validity of the Offers till the completion of the Purchase Order. The bidder should hold the prices valid for the tender period and should give a commitment in this regard in the first bid itself. No increase in the rate decided on any account will be entertained during the period of execution of the Tender.

The Tender inviting Authority may seek extension of the initial validity of offer by writing, in case of delay in acceptance of the tenders.

11. Earnest Money Deposit:

i. The EMD (Refundable to unsuccessful bidders) as prescribed shall be submitted online through the e-Procurement portal using any of the following 4 modes.

1. Credit Card
2. Debit Card
3. National Electronic Fund Transfer (NEFT)
4. Over the Counter (OTC) (ICICI Bank)

OTC payment procedure

If a contractor/supplier chooses to make payment of EMD/ tender processing fees Over The Counter (OTC) in any of the designated ICICI BANK branches listed in the e-Procurement web-site (https://kppp.karnataka.gov.in), the contractor/ supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the OTC option under

the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number and the amount to be remitted. Along with the challan, contractor can choose to make the payment either in the form of cash or in the form of Demand Draft. Cheque payments will not be accepted. The contractor is requested to specifically inform the bank officer to input the unique bid reference number printed in the challan in the banking software. Upon successful receipt of the payment, the bank will provide a 16-digit reference number acknowledging the receipt of payment. This 16-digit reference number has to be entered by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission.

NEFT payment procedure

If a contractor/supplier chooses to make payment of EMD/tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The contractor has to submit the printed challan to its bank-branch (NEFT-enabled) and request for an account-to-account transfer, wherein the money will get transferred from the contractors' bank account to GoK's bank account. The contractor should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and **preferably 24 hours before the last date for bid submission**. If the contractor's bank transfers/wires the money after the last date for bid submission, the contractor's bid will be liable for rejection. Upon executing the transfer, the contractor's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be entered by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission. Also, the account number from which the funds were transferred have to be entered in the e-Procurement system as part of its bid.

The tenderer who wish to make Earnest Money Deposit and Tender processing fee payment through Internet Banking facility may do so. The

Department is in no way responsible in case the money is not deposited in the notified central pooling account held at Axis Bank, within the stipulated period. The name of the account and the account number and other details are displayed in the generated challan for the information of the tenderer.

The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at ICICI Bank/ designated Bank.

EMD amount will have to be submitted by the supplier/contractor taking into account the following conditions:

a. EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt's central pooling account at ICICI Bank/ designated Bank until the finalization of the Tender.
b. The entire EMD amount for a particular tender has to be paid in a single transaction.
c. The bidder shall deposit EMD amount as prescribed in e-procurement portal through e-payment.
d. For details on e-Payment services refer to e-procurement portal for more details on the process.

Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated above shall be rejected by the Employer as non-responsive.

The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period. The EMD does not carry any interest.

The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement/ furnished the required Performance Security.

The earnest money deposit may be forfeited:

(a) If the Tenderer withdraws the Tender after tender opening during the period of tender validity;
(b) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
    (i) Sign the Agreement; or
    (ii) Furnish the required Security deposit

[As per the Government of Karnataka Notification issued vide No: FD/130/EXP-12/2015 DT. 08.09.2015, "Micro & Small Enterprises registered with NSIC under a single point vendor registration scheme, are exempted from the payment of Earnest Money Deposit". Bidders, who wants to avail these facility, should ***upload*** *the copy of valid NSIC Certificate. (As per Govt. of Karnataka Notification no. FD/295/EXP-122019 Dtd: 26.03.2019, the exemption from payment of EMD is applicable only for procurement of goods)].*

12. Security Deposit

The successful Tenderer will be intimated through letter of Intent regarding placement of orders with the details of Materials, Quantity, Rate and other Terms and conditions with a request to submit the Security Deposit as prescribed and to start supplies simultaneously so as to release the regular Purchase Order.

The successful Tenderer has to pay Security Deposit as prescribed, in the form of DD drawn in favor of the CAO-FA, BMTC, Central Offices, Bangalore -560027 Or Bank Guarantee of any Nationalized Banks OR Public Sector Banks OR Private Sector Banks – Indian Banks in favour of Controller of Stores & Purchases, BMTC, Central Offices, Bangalore - 560 027 within **21 Days** from the date of receipt of this Letter Of Intent to release the regular purchase order. The Bank Guarantee should be submitted in the format prescribed by the Corporation. The Bank guarantee submitted in any other manner is not acceptable. **The Bank Guarantee should be valid up to 15 months from the date of Letter of Intent. The Corporation reserves the right to accept the Security Deposit in any other forms.** The Regular Purchase Order will be placed only on receipt of the Security Deposit.

The Security Deposit is liable to be forfeited either in full or in part, if the Tenderer on whom the purchase order is placed, fails to complete the supplies as per the terms and conditions of the purchase orders or in case of non settlement of claims. The Security Deposit will be refunded after completion of supplies OR after settlement of all claims.

The Security Deposit does not carry any interest. The validity of the Security Deposit to be extended suitably [to cover the warranty period

of the last item (wherever applicable) supplied/ installed/ commissioned] as per the request of the purchaser.

IN CASE OF SUPPLIES ARE ROUTED THROUGH ANY DISTRIBUTOR, THE SECURITY DEPOSIT SHOULD BE FURNISHED BY THE PRINCIPAL FIRM/ MANUFACTURER ONLY. THE SECURITY DEPOSIT SUBMITTED BY THE DISTRIBUTOR OR OTHERS IS NOT ACCEPTABLE.

13. Risk Purchase/ Penal Clause

If supplies are not made as per the delivery schedule prescribed or the revised delivery schedule intimated by the consignee, if any, the consignee will purchase such requirements from any available source and this extra expenditure incurred thereof will be recovered from the supplier's Bills due for payment or from the Security Deposit. Further the default supplier has to reimburse all the liquidated damages/losses arising due to non-fulfillment of contractual obligations details as per KTTP Act.

The product should meet the specific requirement/ specifications as prescribed in the Tender. If the supplies do not confirm to the specification/Samples and if the supplies are not effected as per delivery schedule, the BMTC reserves the right to debar the firm.

14. Testing of Random Samples

“The Random Samples from the supplies received will be selected and sent for testing to M/s. CIRT, Pune/ ARAI/ Rubber Board of India/ CPRI/ National Test House, Kolkata/ IRMRA (Indian Rubber Manufacturers Research Association) or any of the NABL accredited Govt. laboratories to ensure whether the product meet the specifications as prescribed in the tender documents. In case of failure of samples in the test, penalty will be calculated to the extent of 10% of the particular item of the invoice in addition to the cost of samples, testing charges, administrative/ incidental charges etc., will be levied. The firm will be requested to reimburse the penalty amount. If the supplier fail to reimburse, the penalty amount will be recovered from their pending bills available at division/ other divisions. If there are no pending bills, the penalty amount will be recovered from Security Deposit. In case of failure of 10% of the samples, then the firm will be barred from participating in the two future tenders.

15. General

The Quantity indicated in the tender is approximate requirement. However, the actual quantity may vary to the extent for ± 25% of the tendered quantity as per the requirements at the time of releasing the order. Accordingly supplies are to be effected.

The Tender Accepting Authority at any time before passing the order of acceptance may reject all the tenders on the ground of charges in the scope of procurement, failure of anticipated finical source, accidents, calamities, or any other grounds which would render the procurement un-necessary or impossible.

The suppliers shall undertake to abide by all the terms and conditions of the tender.

16. Declaration-I

The Tenderer should declare that the rates quoted by them in the tender is lowest and they have not quoted/Supplied the materials to any other STU'S/ organizations during the preceding one year at less than the rates offered by them in the subject tender. or

If the firm has supplied the materials to any other customers during the preceding one year, at less than the rates offered by them in the subject tender, the firm shall furnish the details such as:

Name of the STU/ Organization to whom the supplies were made.

Rates offered to them

The reasons for variation

Quantity offered/ supplied

The above declaration shall be given on the stamp paper of Rs.20/- as per the format provided. If the tenderer is found guilty i.e., given wrong information in this regard as on the date of tender opening, they will be liable for disqualification.

The Declaration-I shall be scanned and uploaded along with Annexure A 'Pre-qualification Offer' in electronic mode (scanned).

17. Declaration - II

This Declaration is to be submitted by the principal firm/ manufacturer, wherever the supplies are **executed** through their distributor:

The tenderer should declare that, the items supplied through their Channel Partner/ Authorized Dealer/ Distributor have been manufactured by them and the same have been supplied as per their

branded products through their Channel Partner/ Authorized Dealer/ Distributor and tenderer should stand Guarantee for the items supplied through their Channel Partner/ Authorized Dealer/ Distributor.

The above declaration shall be given on the stamp paper of Rs.20/- or above as per the format provided.

The Declaration **-II (if applicable)** shall be scanned and attached along with Annexure A 'Pre-qualification Offer' in electronic mode (scanned).

18. Declaration-III

The Tenderer should certify that, they are not from such a country/ countries which shares a land border with India. Or

They are from such a country or countries which shares a land border with India and they have been registered with the Competent Authority and certify that, we fulfill all requirements in this regard and are eligible to be considered. They should **upload** the copy of the valid registration by the Competent Authority for Evidence.

The tenderer should declare that, they will not sub-contract any work to a contractor from such country or countries which shares a land border with India unless such contractor is registered with the Competent Authority in case the work order is released on them (a copy of the valid registration issued by the Competent Authority to be **uploaded** if applicable).

The above declaration-III shall be given on the stamp paper of Rs.20/- or above as per the format provided. If the tenderer is found guilty i.e., given wrong information in this regard, this would be a ground for immediate termination of order/ contract/ LoI and further legal action against them in accordance with Law.

The Declaration-III shall be scanned and up loaded to the e-procurement portal along with along with Annexure A 'Pre-qualification Offer' in electronic mode (scanned).

19. Work Inspection

The BMTC reserve the right to conduct Factory Inspection of the tenderers at any time **by the Team of Officers before or after the purchase order** to ensure that the firm is having required infrastructure facility to execute the orders and dis-qualify the firm, if found the tenderer is not having required infrastructure facility. **The**

expenses of Travel by Air/Train etc, local transportation, Stay charges etc. of the Team of Officers have to be borne /arranged by the bidders.

20. Appeal

The Appellant Authority as per provision of KTPP Act of the Government of Karnataka.

21. Force Majeure Clause

a) "Neither party shall be liable for any failure to perform its obligations hereunder where such failure is as a result of acts of God (including fire, flood, earthquake, storm, Hurricane or other natural disasters, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, terrorist activities, Govt. sanction, blockage, embargo or any such events which are beyond the reasonable control of the parties. Notice informing such occurrence shall be sent the other party within 3 days of such occurrence.

However, the acts such as labour disputes, strikes, lockouts or any such industrial unrest in organization of the supplier shall not be considered for such failures".

b) During the existence of any of the above conditions, the supplier shall be excused from delivering the products to the buyer and the buyer shall be at liberty to purchase the product elsewhere to that extent during such period but shall again resume off take from the supplier, on receipt of the suppliers notice of readiness to resume performance.

c) Similarly, the buyer shall be at liberty to refuse to accept the supplies from the supplier and the supplier shall be at liberty to sell the product elsewhere during the period (when the buyer is unable to receive the supplies from the Supplier), but. the supplier shall again resume supplies on receipt of the buyer's notice of readiness to resume acceptance.

d) As soon as the cause of Force Majeure has been removed, the Party (buyer or supplier) whose ability to perform its obligations has been affected shall notify the other of such cessation immediately and resume supply/ service.

22. Corrupt and Fraudulent Practices

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution.

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of BMTC, and includes collusive practice among the tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive BMTC of the benefits of free and open competition.

a. Tenderers/ Suppliers / Contractors should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the BMTC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.
b. Tenderers/Suppliers/Contractors shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.
c. Tenderers/Suppliers/Contractors shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after opening of the Tender and prior to the notification of the Award and if any attempt by the tenderer to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.
d. In such cases, the Tender Inviting Authority

i. will reject a proposal for award if it determines that the Tenderers/ Suppliers/Contractors recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

ii. Debarment of Tenderers:- The procurement entity may debar tenderers for a period not exceeding three years from participation in its tenders following such procedure as may be

prescribed on the ground that tenderer is engaged in corrupt or fraudulent practices in competing or executing the contract including misleading the procuring entity at any stage of procurement activity with a fraudulent intention".

e. Furthermore, Tenderers / Suppliers/ Contractors shall be aware of the provision stated below:

The Tenderers / Suppliers / Contractors shall permit the BMTC to inspect their accounts and records relating to the performance and to have them audited by auditors appointed by BMTC, if so required.

BMTC may at any time terminate the Contract by giving written notice to the Tenderers / Suppliers / Contractors, if they becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Tenderers / Suppliers / Contractors, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the BMTC.

f. Termination for Default

BMTC may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Tenderers / Suppliers / Contractors, terminate the Contract in whole or part:

i. if the Tenderers / Suppliers / Contractors fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by BMTC or

ii. if the Tenderers / Suppliers / Contractors fails to perform any other obligation(s) under the Contract

g. Disputes Resolution Clause

In case of any legal dispute arising between BMTC and any Tenderers shall be within the jurisdiction of Bangalore Courts only.

CONTROLLER OF STORES AND PURCHASES
[TENDER INVITING AUTHORITY]